

TITLE DATA

CONSUMERS POWER COMPANY 16

Ellsworth C. Sheldon and wife, Clara Louise.

TRACT 387-D85-13

Easement NAME OF GRANTOR 11-20-56 12-24-56 153 378

ACCOUNT NO. 100.110-340.000

MAP 19

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

84 FORM 321 MULT

LIBER 153 PAGE 378

Parcel No. 73 Recorded 24th day of Dec. A.D. 1957 at 10:27 o'clock A.M. Liber 153 Page 378

RIGHT OF WAY

Ellsworth C. Sheldon and Clara Louise Sheldon, Register of Deeds

Ellsworth C. Sheldon and Clara Louise Sheldon, his wife, and in her own right, for part 100... in consideration of One Dollars (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey and Warrant to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel... of land, including all public highways upon or adjacent to said parcel... of land, which parcel is situate in the Township of Wawatam... County of Emmet... and State of Michigan, to-wit:

All that part of the South one-half (1/2) of the Southwest one-quarter (1/4) of Section thirteen (13), Township thirty-nine (39) North, Range four (4) West, lying Westerly of the Pennsylvania Railroad, excepting therefrom the North forty-seven (47) rods of the South eighty (80) rods of the West thirty-five (35) rods thereof.

The route to be taken by said lines of towers, poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route, on, over and across said above described land, along or adjoining as near as practicable a line, which said line is described as beg. at a pt. not more than 1,400 ft. nor less than 1,200 ft. S of the N line of Sec. 24, T 39 N, R 4 W, at a pt. not more than 100 ft. E of the E line of the Penn. R.R. R/W, run. th. NW'ly to a pt. not more than 1100 ft. nor less than 700 ft. E of the West Sec. line of Sec. 13 of sd. twp. at a pt. not more than 100 ft. north of the South line of sd. Sec. 13, run. th. NW'ly to a pt. not more than 100 ft. N of the S E&W 1/8 line of Sec. 13 at a pt. not more than 100 ft. E of the W Sec. line of sd. Sec. 13, run. th. NW'ly to a pt. not more than 200 ft. E of the W, N&S 1/8 line of Sec. 14 at a pt. not more than 500 feet, nor less than 300 feet South of the E&W 1/8 line of sd. Sec. 14.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and towers, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

Second party to pay at the rate of Eighty Dollars (\$80.00) per mile of length of the line of poles and wires across said above described premises, the same to be paid before any work is done on the land, and also to pay for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand and seals... of the part 100... of the first part, this 20th day of November, 1957.

Signed, Sealed and Delivered in Presence of

Ruth E. Smith, James F. Miller

Ellsworth C. Sheldon, Clara Louise Sheldon

STATE OF MICHIGAN) On this 20th day of November 1957, before me, a Notary Public of Cheboygan County, Michigan, acting in Kalamazoo County, personally appeared

Ellsworth C. Sheldon and Clara Louise Sheldon, to me known to be the same person B... named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller, Notary Public, Cheboygan Co., Mich. My commission expires May 21, 1957.

MICHIGAN STATE, Emmet COUNTY, Wawatam TOWNSHIP, SECTION 13, T39N R4W

PLAT OR AREA

Table with columns: BALANCE, TRANSFERS, AMOUNT, ITEMS OF COST, JOURNAL ENTRY, DATE. Includes values like \$ 417.97 and 'Original Cost (See Vol 1R4, Exhibit 85a-1 Working Papers)'.

MAPPED AND CHECKED

GENERAL ENGINEERING MAP REFERENCES

Line Map No. D-16026 Sheet 4 of Sheets
Plan & Profile No. PP16026 Sheet 15 of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Copies of Title _____
3. Title Search _____
4. Mortgage Release _____
5. Tree Vouchers Yes _____
6. Other Documents _____